GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

HM&FW – ICT Projects – Hiring of Program Manager - IT- Orders –Issued – Reg.

HEALTH MEDICAL AND FAMILY WELFARE (I.1) DEPARTMENT

G.O.RT.No. 582 **Dated: 14-09-2015**

Read:-

G.O.Ms.No.89 Fin (HR.1) Dept., dt:16.07.2015

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ORDER:-

The Govt., have adopted several innovative and effective steps in improving the strengthening the Healthcare Services Delivery (both Primary and Secondary Healthcare) in the State. Leveraging the power of information and communication Technologies forms an important component of this strategy and have initiated measured and phased steps in order to leverage ICT in Healthcare Services Delivery.

2. Government vide G.O.MS.No.89,Finance (HR.1) Dept., dt.16.07.2015, read above, have authorized the departments responsible for implementation of the Missions, to procure and contract the services of consultants – both individual experts and the consultancy firms for a group of experts, duly following the guidelines attached in the G.O.Ms. read above.

3. It is, proposed to contract the services of a Senior ICT Consultant in the category of an individual expert to guide and monitor various programs of the Department, duly following the guidelines annexed to the G.O.Ms.No.89 Fin.(HR.1) Dept., dated.16-07-2015 read above.

4. The requirement for Program Manager – ICT was called for through Commissioner of Health & Family Welfare portal on 10.08.2015. In turn a total number of sixty (60) applications were received, out of that six (6) eligible profiles were shortlisted.

5. Considering total experience and experience in e-gov, Mr.G.Balasubra-maniam is the best choice. He has all the technical qualifications needed. He is available to join immediately. He has also worked in NeGD of GoI.

6. He will head the ICT initiatives of the department and report to respective Secretary for the work related to them. Let the appointment be done for a period of 2 years initially end extendable at mutual convenience.

7. Government after careful examination hereby hire Mr. G.Balasubramaniam to work with HM&FW for a period of 2 years subject to following Terms of Reference:-

1. Services

The Consultant shall provide the following services:

The Consultant shall be entrusted with the IT related / ICT activities of the Social Empowerment Mission and additional IT solutions / services such as e-Health project and others as required by the Department from time to time as agreed upon between the Consultant and the Department / Government.

2. Relationship

The Consultant shall provide the Consultancy services to the Department as an Independent Consultant and not as an employee.

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Accordingly:

- The Consultant shall agree that the Department/Government shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Pension contributions on any amounts paid by the Department/Government to the Consultant.
- The Consultant shall agree that as an Independent Consultant, he shall not be permitted to participate in or to receive any employee benefits that the Department/Government may extend to its employees.
- The Consultant is free to provide services to other clients, so long as such other clients are not in competition with the Department/Government and so long as there is no interference with the Consultant's contractual obligations to the Department/Government.
- The Consultant shall have no authority to and shall not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Department/Government.

3. Confidentiality and Intellectual Property

The Consultant shall have to acknowledge that it has read and agreed to be bound by the Department's/Government's confidentiality and proprietary. The Consultant shall have to represent and warrant to the Department/Government that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform the Consultant's obligations hereunder and that the Consultant shall not, by providing services to the Department/Government, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

The Consultant shall have to agree that during the term of this engagement and for one (1) year following the termination hereof, the Consultant shall not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Department/Government employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Department/Government in a manner that conflicts with or interferes in the business of the Department/Government as conducted with such customer or supplier.

4. Term

The term of this engagement shall begin w.e.f. 01/09/2015 and continue until 31/08/2017, unless terminated earlier. The term of this engagement may be extended by mutual agreement between the Independent Consultant and the Department.

5. Remuneration

Subject to providing the services as outlined above, the Consultant shall be paid a sum of Rs.2,00,000.00 (Rupees Two Lakhs Only) per month, plus service taxes as applicable and outlined by the Government norms.

6. Termination

The Independent Consultant relationship contemplated by this engagement is to conclude on 31/08/2017 unless terminated earlier as set forth below. The Department/Government may terminate this engagement at any time at its sole discretion, upon providing to the Consultant 30 calendar days' advance written notice of its intention to do so or payment of fees in lieu thereof.

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The Consultant may terminate this engagement at any time at its sole discretion upon providing to the Department/Government 30 calendar days' notice of Consultant's intention to do so. Upon receipt of such notice the Department/Government may waive notice in which event this engagement shall terminate immediately.

7. Obligations Surviving Termination of this engagement

All obligations to preserve the Department's/Government's Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this engagement.

8. Assignment

This engagement shall inure to the benefit of and shall be binding upon each party's successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party. This engagement may be amended only by mutual written agreement of the parties.

9. Governing Law and Principles of Construction.

This engagement shall be governed and construed in accordance with legal provisions set-forth within the Department/Government. If any provision in this engagement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this engagement in full force and effect.

8. The expenditure shall be met from the budget provision earmarked for the Social Empowerment Mission.

9. The individual is hereby directed to report before the Special Chief Secretary to Government, HM&FW Department.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

L.V.SUBRAHMANYAM
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To,
Sri G.Balasubramaniam,
'I' Block, 905, Jalvayu Towers,
Lower Tank bund, Hyderabad.

All the HoDs, under the administration control of HM&FW Dept.,
Copy to:-
PS to Spl. CS to Govt., HM&FW Dept.
Copy to PS to Prl. Secy to Govt., HM&FW Dept.
Copy to Finance (HR) Dept.
Copy to Planning Dept.
SF/SC

// FORWARDED :: BY ORDER //

SECTION OFFICER